

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

CELERITY, INC.

Plaintiff/Counter-Defendant,

v.

ULTRA CLEAN TECHNOLOGY SYSTEMS
AND SERVICE, INC.

Defendant/Counterclaimant

and

ULTRA CLEAN HOLDINGS, INC.

Defendant.

Case No. 05-CV-04374 MMC
(consolidated with No. C-05-CV-03560 MMC)

JUDGMENT

Before the Court is Celerity, Inc.'s ("Celerity") Motion for Judgment, Including Permanent Injunction, against Ultra Clean Technology Systems and Service, Inc. and Ultra Clean Holdings, Inc. (collectively "UCT"). The jury having returned a verdict finding UCT liable for literal infringement of independent claims 1 and 6 of U.S. Patent 6,435,215 (Docket No. 475), ~~and upon~~ and not liable for infringement of claims 1, 2, and of 12 of U.S. Patent 6,394,138, and upon consideration of the post-verdict briefing and arguments submitted by the parties in connection with this Judgment, the Court finds that judgment should be entered as follows:

On the claims asserted in Celerity's Complaint (Docket No. 1), it is Ordered and Adjudged:

- (1) that Celerity recover from UCT, jointly and severally, the principal sum of \$13,900, in accordance with the jury's unanimous verdict;
- (2) that Celerity recover from UCT, jointly and severally, prejudgment interest in the amount of \$ 523.91;

- 1 (3) that Celerity recover from UCT, jointly and severally, its full costs of action, to be
2 taxed by the Clerk;
- 3 (4) that Celerity recover from UCT , jointly and severally, post-judgment interest at the
4 rate provided by law;
- 5 (5) that UCT be and hereby is ordered to account to Celerity for any sales of the
6 Predator product within the United States ^{between the date of trial and the date of this Judgment} ~~as of the date of this injunction~~, including
7 but not limited to, any and all sales pursuant to offers for sale described in the
8 Stipulation And Order Regarding Sales And Offers For Sale By Ultra Clean
9 Technology Systems And Service And Ultra Clean Holdings, Inc. (Docket No.
10 292) (the "Sales Stipulation") as follows: (i) by providing to Celerity, within thirty
11 (30) days of entry of this Judgment, a report identifying any such sales of the
12 Predator product ("sales" being defined as any transaction for which a purchase
13 order or invoice has been issued, other than the completed sales identified in the
14 Sales Stipulation); (ii) by providing Celerity with copies of all purchase orders,
15 invoices or other sales documents including e-mail to and from any purchasers or
16 offerees that were generated in connection with such sales; (3) by making payment
17 to Celerity at the rate of 8% on any such sales;
- 18 (6) that UCT, and each of their officers, agents, servants, employees, and each other
19 person in active concert or participation with either of them, ~~and any other person~~
20 ~~who receives actual notice of this Judgment by personal service or otherwise~~, are
21 hereby enjoined from engaging in, causing, aiding or abetting the infringement of
22 claims 1 or 6 of U.S. Patent 6,435,215 by making, using, offering for sale or selling
23 the Predator product, including any product that is not colorably different from the
24 Predator product, in the United States and from importing the Predator product,
25 including any product that is not colorably different from the Predator product, into
26 the United States.

27 ~~On the declaratory judgment claims/counterclaims asserted in UCT's Counterclaim or~~
28 ~~UCT's Complaint (Docket No. 1 in action 05-03560) or subsequent versions thereof, it is Ordered~~

1 ~~and Adjudged that UCT is not entitled to relief, because independent claims 1 and 6 of U.S. Patent~~
2 ~~6,435,215 (Docket No. 475) are valid, enforceable and have been infringed, and claims 1, 2 and 12~~
3 ~~of U.S. Patent 6,394,138 patent are valid.~~

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6 Date: November 30, 2007


UNITED STATES DISTRICT JUDGE